

Statuts de l' AISBL (The Statute of the AISBL)

The universAAL IoT Coalition

Association internationale sans but lucratif (AISBL), de loi belge, domiciliée à Bruxelles.
(International non-profit association, according to Belgian law, headquartered in Brussels)

Fondateurs par ordre alphabétique (Founders in alphabetical order):

- Centre for Research and Technology Hellas basée à Thessalonique, la Grèce (www.certh.gr)
Contact pour les membres fondateurs: Information Technologies Institute (www.iti.gr)
- Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. basée à Munich, Allemagne (www.fraunhofer.de)
Contact pour les membres fondateurs: Fraunhofer IGD basée à Darmstadt, Allemagne (www.igd.fraunhofer.de)
- MYSPHERA S.L. basée à Valence, Espagne (www.mysphera.com)
- TRIALOG basée à Paris, France (www.trialog.com)
- Universidad Politécnica de Madrid basée à Madrid, Espagne (www.upm.es)
Contact pour les membres fondateurs: Institut LifeSTech (www.lst.tfo.upm.es)
- Universitat Politècnica de València basée à Valence, Espagne (www.upv.es)
Contact pour les membres fondateurs: Institut ITACA (www.itaca.upv.es)

Provisions of this Statute of Coalition are a set of numbered Articles, consisting of a set of numbered Paragraphs, which in turn may consist of numbered Clauses. Examples of correct references to them are: "Article 1", "Articles 1, 2, and 3", "Paragraph 1.1", "Paragraphs 1.1, 1.2, and 1.3", "Clause 1.1.a", and "Clauses 1.1.a, 1.1.b, and 1.1.c".

DEFINITIONS

In this Statute of Coalition, the following terms when used with capital, shall have the meaning attributed thereto here below:

1. **“AAL”** is the abbreviation standing for “Ambient Assisted Living”. Since 2013, it is also used as an abbreviation standing for “Active and Assisted Living”. AAL aims at utilizing the international industrial opportunities in the area of information and communication technology (ICT) in order to create better conditions of life for the older adults, e.g. extending the time they can live independently in their own homes.
2. **“Annual Summit”** shall have the meaning attributed to it in Paragraph 7.2.
3. **“Coalition”** shall mean the international not-for-profit association: “The universAAL IoT Coalition AISBL”, to which this Statute of Coalition relates.
4. **“Council”** (Français: Conseil) shall have the meaning attributed to it in Paragraph 5.2.
5. **“General Assembly”** (Français: Assemblée Générale) shall have the meaning attributed to it in Article 7.
6. **“IoT”** is the abbreviation standing for the “Internet of Things”. IoT is the inter-networking of devices, vehicles, buildings, and other items embedded with electronics, software, sensors, actuators, and network connectivity, which allows objects to be sensed or controlled remotely across existing network infrastructure, creating opportunities for more direct integration of the physical world into computer-based systems, and resulting in improved efficiency, accuracy and economic benefit in addition to reduced human intervention.
7. **“Member”** shall mean a member of the Coalition, as further described in Article 3.
8. **“Membership Criteria”** shall have the meaning attributed to it in Paragraph 3.5.
9. **“Regulation”** shall have the meaning attributed to it in Paragraph 8.4.
10. **“Secretary General”** shall have the meaning attributed to it in Paragraph 2.5.
11. **“Statute of Coalition”** shall mean this Statute of Coalition.
12. **“Steering Board”** (Français: Comité de Pilotage) shall mean the body formed from members of all Councils and members of the uIC Directorate, as also defined in Paragraph 5.2.
13. **“uIC Directorate”** (Français: le directoire de uIC) shall have the meaning attributed to it in Article 5.
14. **“uIC Secretariat”** (Français: le secrétariat de uIC) shall have the meaning attributed to it in Paragraph 2.5.
15. **“universAAL”** shall mean the software platform as introduced under www.universaal.info and available with Apache Software License 2.0 under github.com/universAAL/ (as of Q3/2017).

History: universAAL was originally the name of a collaborative R&D project funded 2010-2014 by the European Commission under the Grant Agreement no 247950. This project created an open software platform based on consolidation of a number of previous related works; after the universAAL project was finished, the term “universAAL” is being used to refer to the software platform resulted from the universAAL project, and not anymore to the project itself. The master version of universAAL was maintained and further developed within the collaborative piloting project ReAAL, funded 2013-2016 by the European Commission under the Grant Agreement no 325189. During the project ReAAL, universAAL source code was migrated to

GitHub under the URL specified above. With the new Web presence under www.universaal.info, the universAAL community adopted “**universAAL IoT**” as its new identity since December 2016.

ARTICLE 1 – FORM, NAME AND REGISTERED OFFICE

- 1.1** The Coalition is incorporated as a Belgian international non-profit association (Français: association internationale sans but lucratif) by the provisions of Title 3 of the Belgian Law of the twenty-seventh of June nineteen hundred twenty-one on non-profit associations, international non-profit associations and foundations, as amended from time to time.
- 1.2** The name of the Coalition is: “**The universAAL IoT Coalition**”, abbreviated as the “The uIC”, hereinafter referred to as “the Coalition”.
- 1.3** The Coalition has its registered office at Fraunhofer EU Office Brussels - Rue Royale 94 (Philanthropy House, 4. Etage), 1000 Brussels.
- 1.4** The Coalition may change its registered office to any other location in Belgium upon decision of the Steering Board, such change to be published in the Annexes to the Belgian Official Register (*Annexes du Monitor Belge*).

ARTICLE 2 – PURPOSE, VISION, MISSION AND ACTIVITIES

- 2.1** The purpose of the Coalition is
- to represent the universAAL IoT community legally,
 - to make sure that the maintenance and further development of the master version of universAAL is not driven only by the technical visions but more by the business priorities of the member organizations,
 - to raise funds for such maintenance and further development of the universAAL open source software,
 - to sustain the growth and flawless functioning of the universAAL ecosystem, and
 - to promote the market uptake and wide dispersion of the community offers in different domains addressed by IoT and AAL.
- 2.2** The vision of the Coalition is to liberate the Internet of Things by accelerating development of innovative products and service solutions that empower citizens to become co-creators and managers of their own lives and environments.
- 2.3** The mission of the Coalition is to promote, empower and sustain the growth of the universAAL IoT open innovation ecosystem.
- 2.4** The Coalition can perform any action that relates directly or indirectly to its purpose; in particular, it intends to achieve the above objectives among other things by
- bringing together all the key actors from the universAAL ecosystem, raising awareness, lobbying and fostering debates on new regulations, promoting projects, providing services, and creating opportunities to develop and market innovative products and service solutions;
 - organizational, communicational, networking, matchmaking, interventional and other kinds of activities that target different areas for accomplishing the Coalition’s mission and realizing its vision, such as

- technical: ensure a strong and motivated open source community including a certification process to provide quality assurance to the members,
- business: organize matchmaking events and create marketplaces for promoting innovation,
- marketing: create, maintain and execute a strong and ambitious communication strategy for enlarging the market opportunities for Members, and
- financial: raise funds for managing and performing the required tasks correctly;
- publishing expert opinions, policy making, supporting standardisation activities and participating in, among other things, international projects, conferences and publications.

2.5 Activities of the Coalition shall be performed under supervision of the uIC Directorate, whenever possible voluntarily. However, all activities necessary and not inherent to the nature of the roles defined in the next Articles of this Statute of Coalition may be performed by

- a) the “uIC Secretariat” that can be formed by hiring employees dedicated to the day-to-day accomplishment of the Coalition activities;
 - In case of forming the uIC Secretariat, the uIC Directorate may hire a manager called the “Secretary General” as the head of the uIC Secretariat who will be responsible for managing the uIC Secretariat according to a resource planning approved by the uIC Directorate.

and / or

- b) staff seconded from Members to the Coalition.
 - Staff secondment from the Members implies payment by the Coalition to the related Members, therefore it shall be limited to activities for which the uIC Secretariat lacks the capacity and / or the specific knowledge and expertise needed, in particular for the maintenance and further development of the master version of universAAL when certain core developers of the open source software with the right to change the universAAL source code are employees of certain Members of the Coalition.

ARTICLE 3 – MEMBERSHIP, APPLICATION, ADMISSION AND TERMINATION

3.1 Specific types and categories of the Coalition’s members can be defined in the Regulations; herein all member types and categories are referred to as “**Member**”.

3.2 All parties that wish to become a Member have to apply for membership in accordance with the provisions of Paragraph 3.10.

3.3 The uIC Directorate shall keep a register listing the names and physical and electronic contact addresses of all the Members.

3.4 Every Member shall be obliged to notify to the Coalition its physical and electronic contact addresses and any change therein to the Coalition in writing; such physical and electronic addresses shall remain valid in respect of the Coalition as long as the Member has not notified any other addresses to the Coalition in writing. All consequences of failure to communicate its addresses and changes therein shall be at the expense and risk of the Member.

3.5 At any time, a Member must fulfil the following criteria, hereinafter “Membership Criteria”: a Member must

- have legal personality,
- have a registered office,
- share the Coalition objectives and support the Coalition activities, and
- comply with this Statute of Coalition, any Regulation, if adopted, and any resolution taken by the General Assembly.

3.6 A Member shall be represented by (one of) its statutory representative(s) or any person appointed by the Member through a written power of attorney, to represent such a Member within the limits of that power of attorney, including the power to represent the Member at the General Assembly meetings. Such power of attorney for the representative must be presented to the Coalition at the Coalition’s request.

3.7 Membership cannot be assigned, except in the event of legal merger and/or demerger of a Member. In such case the membership shall pass to the acquiring legal person, unless such legal person does not fulfil the Membership Criteria. Within three months after such acquisition of membership the legal successor(s) must ensure that it has been entered in the register as referred to in Paragraph 3.3, and provide to the uIC Directorate all information and statements as requested in the application form referred to in Paragraph 3.10.

3.8 If a Member no longer meets the Membership Criteria, the Member shall be obliged to notify to the uIC Directorate thereof without undue delay. In case a Member does not meet the Membership Criteria, the uIC Directorate may request the Member to restore meeting the Membership Criteria within a reasonable period given in such request.

3.9 Members, in their capacity of Member, incur neither any individual nor joint and several liability for commitments of the Coalition, nor any other debts or liabilities of the Coalition or of another Member. A Member’s liability, in its capacity of Member, to the Coalition is limited to payment of the yearly contribution referred to in Paragraph 4.2, which, however, does not exclude liability of a Member for damage caused by such Member to the Coalition.

3.10 Members of the Coalition shall initially be those parties referred to as founders (“Fondateurs”) in the deed of establishment of the Coalition. Furthermore, eligible for membership are the legal persons who comply with the Membership Criteria and have applied to become a Member by issuing, to the uIC Directorate, an application form developed to that purpose by the Coalition, indicating at least the following details:

- a) the applicant’s formal name, legal form, registered office, registration number in the local register of commerce, and VAT-number, and
- b) the applicant’s acceptance of the contribution to be paid to the Coalition, and of this Status of Coalition and, as applicable to it, any other rules or Regulations established by the Coalition.

3.11 The uIC Directorate shall take reasonable efforts to decide on an application and to communicate its decision to the applicant in writing within 25 days upon receipt of the application. The uIC Directorate shall

- a) admit the applicant if it complies with all Membership Criteria;
- b) apply the principles of transparency and non-discrimination when deciding upon such application;
- c) provide any decision of non-admittance with due argumentation.

3.12 In the event of non-admission by the uIC Directorate, the applicant may appeal the decision with the General Assembly within four weeks after the date of receipt of the decision of non-admittance, through a written notion of appeal, addressed to the uIC Directorate. The uIC Directorate will bring the appeal to the agenda of the first General Assembly meeting to follow, for final decision by the General Assembly.

3.13 The membership of a Member shall end:

- a) by the Member through it sending a written notice to terminate pursuant to Paragraph 3.14;
- b) by exclusion by the Coalition through the exclusion procedure described in Paragraph 3.16;
- c) immediately upon its liquidation and/or dissolution of the Member whether voluntary or involuntary, or such comparable situation that may arise where the member is registered under a legal system other than the Belgium legal system.

3.14 Notice to terminate the membership by the Member may only be given by registered letter addressed to the uIC Directorate, and will be effective immediately upon receipt by the uIC Directorate.

3.15 Exclusion of a Member by the Coalition can be decided upon, and exclusion notice can be given, only by the uIC Directorate, in writing, by registered letter, and only after the procedure described in Paragraph 3.16 has been followed. Notice of exclusion of the membership by the Coalition may only be given:

- a) if a Member commits a breach of its obligations to the Coalition and, in the event the breach is repairable, fails to repair such breach of its obligations within a period of thirty days after the day it receives a request from the uIC Directorate requiring it to do so, or
- b) if a Member has ceased to meet the Membership Criteria and, if restorable, does not restore to meet them within the time period provided pursuant to Paragraph 3.8, or
- c) if a Member is declared insolvent or bankrupt, or is granted a suspension of payment by a court of competent jurisdiction, or
- d) if the Coalition cannot reasonably be required to let the membership continue.

3.16 In case the uIC Directorate has the intention to exclude a Member, it shall notify such Member thereof through written notice, and provide the reason(s) for such exclusion, hereinafter the "Exclusion Intention Notice". With such Exclusion Intention Notice, the Member is also invited to plead its defence against the reason(s) for exclusion at a meeting of the uIC Directorate to be held not less than four weeks after the date of receipt of the Exclusion Intention Notice, during which meeting the Member can have itself represented, including by legal counsel. The exclusion shall be decided by a resolution of the uIC Directorate according to Clause 3.16.b, which shall notify the relevant Member of the resolution without undue delay through written notice, with a statement of the reason(s). This notification shall have effect to exclude the member, upon passing of the one month period referred to in Clause 3.16.c if no appeal to the General Assembly has been filed within that period.

- a) In case of intended exclusion on the ground that a Member has failed to pay the annual contribution within thirty days after written notice to that effect from the uIC Directorate, the procedure described above in this Paragraph 3.16 shall not apply.
- b) The uIC Directorate may only resolve on exclusion or suspension by a resolution to that effect, passed by a majority of at least two third of the number of votes cast at a uIC

Directorate meeting at which at least half of the members of the uIC Directorate are present or represented. A decision by the General Assembly on appeal brought by a Member, as referred to in the following Clause 3.16.c, to confirm the exclusion or suspension by the uIC Directorate shall require a simple majority of the number of votes cast.

- c) The Member concerned shall be entitled to appeal the decision by the uIC Directorate to exclude such Member, to the General Assembly within one month of receipt of the notification of exclusion. During the appeal period and pending any decision on the appeal, the Member shall be suspended. However, the Member shall have the right to speak, and can have itself represented, including by legal counsel, at the General Assembly meeting during which its appeal is decided upon.

3.17 If a Member terminates its membership because a resolution is passed which decreases its rights or increases its obligations, provided that the Member's notice of termination is received by the uIC Directorate within one month of the relevant resolution being communicated to the Member, such resolution shall not apply to this Member and the obligation to pay the contribution fee shall be decreased to such pro rata part of the financial year in which termination takes place that lies between January 1 of such year and the effective date of such termination and the Coalition shall arrange a refund to the Member of any amounts paid by the Member over that pro rata part.

In all other cases of termination by a Member, the obligation to pay the full contribution shall end, as from the end of the running financial year if termination notice is received no later than two months prior to the end of the running financial year, and otherwise from the end of the financial year following the one in which termination notice is received.

3.18 The uIC Directorate may suspend a Member for the reasons set out in Paragraph 3.15 and its Clauses 3.15.a until and including 3.15.d, for a period to be determined by the uIC Directorate with a maximum of six (6) months.

The suspension decision may be appealed with the General Assembly. The provisions in Clause 3.16.c concerning "appeal" shall apply *mutatis mutandis*. Without prejudice to the previous sentence, if and for as long as a Member is suspended, the right to attend meetings, the right to vote and all other membership rights as mentioned in this Statute of Coalition shall be suspended. All obligations attached to the membership shall remain in effect.

3.19 A Member who ceases to be a Member of the Coalition through withdrawal, exclusion or any other cause shall have no claim to the Coalition's assets.

ARTICLE 4 – FINANCIAL MEANS

4.1 The financial means of the Coalition shall consist of the annual contributions of the Members, service fees, contractual grants, testamentary dispositions, specific legacies, gifts, subsidies and any other income.

4.2 Every Member shall annually pay a fixed amount of contribution, which shall be determined by the General Assembly for each year at the proposal by the uIC Directorate, and which shall be the only amount required to be paid by each Member, unless otherwise decided by the General Assembly.

ARTICLE 5 – uIC DIRECTORATE

5.1 The uIC Directorate, in the French language referred to as “le directoire de uIC”, shall consist of natural persons with a minimum of three and a maximum of fifteen. They shall be charged with at least the following three functions:

- General Director, to supervise the Coalition activities from the perspective of the Coalition’s purpose, mission and vision as defined in Article 2
- Regulatory Director, to supervise the Coalition activities from the perspective of this Statute of Coalition and other Regulations
- Financial Director, to supervise the Coalition activities from a financial perspective

Within the boundaries of maximum fifteen natural persons as members, the uIC Directorate may also consist of a set of thematic Counsellors, as defined in Paragraph 5.2. Such Counsellors are ordinary members of the uIC Directorate just like the General Director, the Regulatory Director and the Financial Director.

Subject to the restrictions set forth in this Statute of Coalition, the uIC Directorate shall be entrusted with, and shall have the authority to conduct, the management of the Coalition.

5.2 To support the function of the General Director, the General Assembly may form several Councils, each responsible for a different aspect of the purpose, mission and vision of the Coalition as defined in Article 2. Each Council elects one of its members as its chair to join the uIC Directorate as a related thematic Counsellor. The number of the Councils, their purposes, tasks, powers and the rules for forming them shall be regulated by internal rules or by Regulations that may link the formation of the Councils with privileges of certain member types.

The body formed from members of all Councils and members of the uIC Directorate is called the “Steering Board”, which shall fill the gap until the next General Assembly for time-critical decisions, in particular

- The change of the location of the Coalition’s registered office, as specified in Paragraph 1.4
- Constitution of a temporary competent body whenever the total number of members of the uIC Directorate falls below three, as specified in Paragraph 5.5

In addition, because the members of the Steering Board are all natural persons elected or otherwise appointed in General Assemblies,

- they are admitted to the next General Assembly, as specified in Paragraph 7.8, even without being part of the delegations of the Members;
- three of them can nominate candidates for the next Steering Board elections, as specified in Paragraph 5.3, without any organizational mandate.

5.3 Except for the Counsellors who are elected by each Council’s members, all the other members of the uIC Directorate as well as the members of the Councils, i.e. all members of the Steering Board, shall be appointed by the General Assembly and can be

- (i) employees of Members,
- (ii) unemployed directors of a board of directors of Members,
- (iii) another person with a professional service relationship with a Member on a permanent basis,

where category (i), (ii) and (iii) above are herein jointly referred to as “Member Related Person”, and

(iv) any other person who is well acquainted with the IoT and / or AAL, is known to have the skills and experience for a steering board position, and has the trust from the Members to efficiently fulfil this role.

A Member can be represented in several Councils by the same or different representatives. However, no Member can have more than one Member Related Person in the uIC Directorate or in any single Council.

Candidates for the uIC Directorate can be nominated by at least three members of the Steering Board (natural persons), or by at least three Members (legal persons). All such nominations must be made known to the uIC Directorate no later than three weeks before the General Assembly meeting that has the appointment of one or more uIC Directorate members on the agenda and the uIC Directorate shall immediately thereafter notify the Members of such nominations.

5.4 The members of the uIC Directorate shall each time be appointed for a period of not more than two years. Upon expiration of board membership, the member is eligible for immediate reappointment, with a maximum of two times, thus fulfilling a maximum period in office of six years.

5.5 In case of a vacancy in one of the main three functions listed in Paragraph 5.1 (General Director, Regulatory Director or Financial Director), the remaining members of the uIC Directorate shall arrange for replacement in an expedited manner. If, however, the total number of members of the uIC Directorate falls below three, the remaining members of the uIC Directorate shall be obliged to convene a General Assembly meeting without undue delay and not later than sixteen (16) weeks after their number falls below three, to fill the vacancy/vacancies. For the time in-between, the Steering Board shall constitute a temporary competent body.

5.6 The members of the uIC Directorate and the Councils shall receive no remuneration for their work and shall not be entitled to compensation of the expenses incurred by them in the exercise of their function, unless otherwise decided by the General Assembly, or unless in case of expenses made for actions carried out at the sole and explicit request of the Coalition, and in such case only in case of prior unanimous consent from the uIC Directorate, who shall give such consent with due care, and only if within the budget approved by the General Assembly and in the interest of the Coalition. In the latter case, the uIC Directorate shall always report such consent given, to the next General Assembly meeting to follow.

5.7 Even if appointed for a defined period, members of the uIC Directorate may at any time be dismissed by the General Assembly. A resolution on suspension or dismissal shall be passed by the General Assembly by a simple majority of the votes cast. In such case the remaining members of the uIC Directorate shall take over the functions and tasks of the suspended or dismissed member, even if this would necessarily result in two functions referred to in Paragraph 5.1 being combined, however in such case only until the vacancy is fulfilled in accordance with Paragraph 5.5.

5.8 A member appointed to fill an interim vacancy, replacing a member of the uIC Directorate, shall be appointed for the period remaining of the period for which the replaced uIC Directorate

member was appointed. The replacing member can thereafter be re-appointed twice. For the purpose of uIC Directorate membership assignment, a “year” shall be the period between two successive Annual Summits.

5.9 Members of the uIC Directorate may always resign of their own accord, through written notice to the other members of the uIC Directorate.

5.10 A member of the uIC Directorate shall cease to be a member of the uIC Directorate:

- on his or her death;
- in the event of (written) resignation as referred to in Paragraph 5.9;
- upon expiration pursuant to Paragraph 5.4 or Paragraph 5.8;
- as a result of dismissal as referred to in Paragraph 5.7.

5.11 A member of the uIC Directorate performs his or her role in the interest of the Coalition and not in that of the Member in relation to which he or she is a Member Related Person.

5.12 The General Director, or in absence of the General Director two other members of the uIC Directorate jointly, shall be authorized to convene meetings of the uIC Directorate. Those authorized to convene meetings are also authorized to decide, when convening, whether those allowed to vote may cast their vote by means of electronic communication, as provided for in Paragraphs 5.21, 5.22, and 5.23 in this Article.

5.13 The meetings of the uIC Directorate shall be called in writing at not less than fifteen days’ prior notice, with an agenda and mention of the place and time of the meeting.

The meetings of the uIC Directorate shall be held in a place to be determined by the person(s) who has/have convened or had others convene the meeting. Meetings of the uIC Directorate may also be held through the use of telephone / video / computer-aided conference systems. All uIC Directorate members and those who have been invited by the uIC Directorate may attend the meetings.

5.14 A member of the uIC Directorate may be represented by another member of the uIC Directorate at the meeting through written power of attorney. A Counsellor may also be represented by his/her deputy from the same Council, if such deputy exists.

5.15 The General Director shall have the role of chairperson at the meetings of the uIC Directorate; in his/her absence the member present who has been on the uIC Directorate the longest shall chair the meeting.

5.16 The chair of the meeting shall determine the manner in which the votes are taken, taking into account - when applicable - the set of rules regulating voting by means of electronic communication, if so adopted by the uIC Directorate.

5.17 The judgment announced by the chair of the meeting about the outcome of a vote shall be decisive. If, however, immediately after the announcement of the judgment referred to in the previous sentence its correctness is contested, a new vote shall be taken if the majority of the members of the uIC Directorate present or, if the original vote had not been taken as a poll or in writing, one person entitled to vote so desires.

As a result of this new vote the legal consequences of the original vote shall become void.

5.18 a) The uIC Directorate may only pass resolutions at a meeting if the majority of the members of the uIC Directorate is present or represented at the meeting. Resolutions may only be passed in connection with resolutions on the agenda, without prejudice, however, to the following sentence.

- b) If at a meeting all the members in office are present, resolutions may be passed on all subjects brought up, provided that explicit reference is made to this provisions, all members agree with the passing of resolutions that are not on the agenda, those resolutions are added to the agenda in writing and are passed unanimously, even if the provisions laid down in this Statute of Coalition for calling and holding meetings have not been observed.

5.19 Every member of the uIC Directorate shall be entitled to cast one vote. In case the uIC Directorate votes on a decision in relation to which a member of the uIC Directorate is of the opinion that it has, or by the majority of the members is considered to have, a conflict of interest, such member must abstain from voting. In so far as no greater majority is prescribed in this Statute of Coalition, all resolutions of the uIC Directorate shall be passed by a simple majority of the votes cast.

If the voting result is a tie, the following rules apply:

- If the vote is tied on any matter other than the election of persons, the proposal is rejected.
- If in an election of persons nobody has received a simple majority a second vote shall be taken.
- If then again none of the candidates has received a simple majority, new votes shall be taken between those two persons who received the most votes in the second voting, breaking the ties by lot if necessary.
- If in a vote between these two persons the vote is tied, it shall be decided by lot which of the two persons is elected.

Blank votes and votes that are unclear shall be considered votes not cast.

In taking decisions, the uIC Directorate shall always aim to seek consensus.

5.20 Anyone allowed to cast a vote according to this Article, can exercise this voting right by means of electronic communication when this is announced in accordance with Paragraph 5.12. In this respect it is required that the voter can be identified through the means of electronic communication, can observe the meeting discourse, can participate in the discussion and can cast his vote by these means of electronic communication.

5.21 Conditions may be attached to the use of a means of electronic communication in a Regulation.

5.22 The uIC Directorate may also pass resolutions in another manner than at a meeting, provided that the resolution to be taken shall be presented to all uIC Directorate members in writing, all the members of the uIC Directorate are given an opportunity to cast their votes and none of them opposes against this method of passing resolutions through a notification to the chairperson of the related act (in analogy to the chairperson of the uIC Directorate meetings as specified in Paragraph 5.15) of the uIC Directorate. A resolution shall then be passed if the full uIC Directorate has declared itself in favour of the proposal in writing. Every resolution passed without a meeting shall be valid immediately, but must be included in the minutes of the first uIC Directorate meeting following such resolution.

5.23 The proceedings at the meetings of the uIC Directorate shall be laid down in minutes by the Regulatory Director or by the person designated for this purpose by the chairperson of the meeting.

The minutes shall be adopted at the same meeting or at the next meeting and signed as proof thereof by the chair and the secretary of that meeting.

5.24 The uIC Directorate requires approval from the General Assembly for

- resolutions on entering into agreements to acquire, alienate and encumber registered property and to enter into agreements in which the Coalition binds itself as security or joint and several co-debtor, gives a guarantee for a third party or binds itself as security for a debt of a third party;
- entering into legal acts and performing investments that exceed a total amount or value of fifty thousand Euros (EUR 50,000.00), unless such legal acts or performances are included in a budget approved by the General Assembly;
- taking legal actions, including the conduct of arbitration proceedings, but with the exception of taking protective measures and taking those legal measures that allow no delay as well as collection of the amounts due to the Coalition as referred to in Paragraph 4.2 by a Member.

The absence of this approval may not be relied on by third parties against the uIC Directorate or the Coalition or by the uIC Directorate or the Coalition against third parties.

5.25 With observance of this Statute of Coalition, the uIC Directorate may prepare a set of rules in which matters concerning the uIC Directorate internally are regulated. Furthermore the members of the uIC Directorate may divide their duties among themselves, whether or not by set of rules.

5.26 The uIC Directorate shall make available to the Members, and maintain at all times, a postal address as well as an electronic address, to which Members can validly send notices and other messages that are to be addressed to the Coalition and/or the uIC Directorate. These postal and email addresses shall at all times be available on the website of the Coalition. As long as the uIC Directorate complies with this obligation receipt of such messages by the Coalition or the uIC Directorate shall at all times be the responsibility of the sender.

ARTICLE 6 – REPRESENTATION

6.1 The Coalition shall be represented jointly by the General Director together with the Secretary General, if hired according to Paragraph 2.5. If one of these two roles is not available, the other one may represent the Coalition together with one of the Regulatory Director or the Financial Director. If neither the General Director nor the Secretary General is available, the Regulatory Director and the Financial Director may represent the Coalition jointly. If none of these combinations are possible, one of the General, Regulatory or Financial Directors may represent the Coalition together with two other members of the uIC Directorate acting jointly. The uIC Directorate may grant the Secretary General or one member of the uIC Directorate power of attorney to represent the Coalition alone within the limits of that power of attorney and with a financial maximum to be determined by the uIC Directorate, but not exceeding fifty thousand (50,000) Euros.

6.2 Neither the Coalition, nor the uIC Directorate, nor any of the Members of the Coalition, is entitled to enter into any obligations on behalf of any of the Members of the Coalition.

ARTICLE 7 – GENERAL ASSEMBLY

7.1 The General Assembly, which is the highest ranking decision-making body of the Coalition, in which all Members are represented, shall have the powers entrusted to it by law, this Statute of Coalition, any Regulation or a valid resolution by the General Assembly. All tasks and powers not assigned to any other body of the Coalition by law, this Statute of Coalition, any Regulation or a valid resolution by the General Assembly, shall be tasks and powers of the General Assembly.

7.2 Annually, at the latest within six months after the end of each financial year, a General Assembly meeting – “the Annual Summit” – shall be convened in accordance with the provisions in Paragraph 7.3. At least the following matters shall be on the agenda of the Annual Summit:

- a) the annual report referred to in Paragraph 10.3, with the report of the auditor referred to in Paragraph 10.4;
- b) approval of the budget of the Coalition for the running financial year, at the proposal of the uIC Directorate, unless this was done at an earlier General Assembly meeting in the previous financial year;
- c) approval of the annual accounts for the past financial year;
- d) the granting of discharge to the members of the uIC Directorate in respect of their management during the past financial year;
- e) the filling of any vacancies in the uIC Directorate and Councils;
- f) approval of the appointment by the uIC Directorate of the auditor referred to in Paragraph 10.4 for the running financial year.
- g) determination of the contributions for the running financial year, unless the financial contribution was already decided upon at a meeting of the General Assembly in the previous year.

7.3 The General Assembly meetings shall be called by the uIC Directorate except in the event referred to in Clause 7.5.b.

The call shall be made in writing to the addresses of the Members according to the register of Members referred to in Paragraph 3.3. The convening notice shall state the agenda and other business to be discussed, subject to the provisions in Article 8, as well as the date and the venue of the meeting.

The convening period shall be at least four weeks, not counting the day of the call and the day of the meeting.

Without prejudice to Paragraph 7.2, the uIC Directorate may call for General Assembly meetings as often as it deems necessary for the operation of the Coalition.

The uIC Directorate may decide, when convening a General Assembly meeting, that those allowed to vote may attend and / or cast their votes by means of electronic communication, in accordance to Paragraph 7.9. In that case, related details must be included in the convening notice. Appropriate conditions for the use of a means of electronic communication may be defined in a Regulation.

7.4 Members’ suggestions for additional agenda items have to reach the uIC Directorate within ten (10) calendar days after they receive the convening notice.

Suggestions made in written form jointly by at least twenty-five (25) Members – or fifteen

percent (15%) of the Members, whichever is less (minimum six Members) – have to be included in the agenda; in all other cases, the inclusion of the received suggestions will be a matter of internal decisions within the uIC Directorate.

The agenda so supplemented and finalized has to be forwarded by the General Director or the Regulatory Director to all Members at least seven (7) calendar days before the start of the convened General Assembly.

7.5 a) The uIC Directorate shall be obliged, on the written request of at least twenty-five (25) Members – or fifteen percent (15%) of the Members, whichever is less (minimum six Members) – to convene a General Assembly meeting to be held not more than six (6) weeks after submission of the request.

b) If the request is not complied with within fourteen (14) calendar days, the Members making the request may convene the meeting themselves by making a call in accordance with Paragraphs 7.3 and 7.4. The General Assembly may in such case entrust others than members of the uIC Directorate with the chair and the secretarial duties at the meeting and the keeping of the minutes.

7.6 The General Assembly meetings shall be held in a place in Europe to be determined in the convening notice by the uIC Directorate or, in the event as referred to in Clause 7.5.b, by those making the request referred to there.

7.7 The General Assembly and any Member shall be entitled to inspect the written records of meetings and / or resolutions of the uIC Directorate, unless a legitimate material interest of the Coalition opposes against this.

7.8 Admitted to the General Assembly meeting shall be all the Members of the Coalition, the members of (as well as nominations for) the Steering Board, and the persons who have been invited for the meeting by the uIC Directorate, each Councils or a previous General Assembly.

Neither excluded nor suspended Members shall be admitted, unless for the purposes of Paragraph 3.18 and Clause 3.16.c, according to which such Members shall be admitted to the General Assembly meeting at which the resolution for their exclusion / suspension will be discussed.

The General Assembly itself shall decide on admission of any other persons requesting to attend it.

7.9 Each Member of the Coalition that has not been excluded or suspended shall have one (1) vote.

Any person entitled to vote may, through written power of attorney, act as a proxy for a maximum of two other persons entitled to vote.

Anyone allowed to cast a vote according to this Article, can exercise this voting right by means of electronic communication when this is announced in accordance with Paragraph 7.3, if the voter can be identified through the means of electronic communication, can observe the meeting discourse, can participate in the discussion and can cast his vote by means of electronic communication.

If, in accordance with Paragraph 7.3, it has been decided that those allowed to vote may cast their votes by means of electronic communication, then votes cast preceding the meeting by means of electronic communication, yet no longer than fourteen days before that meeting, are equated to votes cast at the time of the meeting.

7.10 Except in the event as referred to in Clause 7.5.b, the General Assembly meetings shall be chaired by the General Director or, in his / her absence, by the member present who has been on the uIC Directorate the longest, hereinafter “the Chairperson”.

The secretary at every meeting, who is either the Regulatory Director or another person designated by the Chairperson, shall lay down the proceedings of the meeting in minutes, which shall be adopted and signed by the Chairperson and this secretary of the meeting.

The minutes shall be made available to the Members within fifteen (15) days after the day of the meeting, but no later than two weeks before the following General Assembly meeting is held.

Each Member may comment on, and request changes to, the minutes, at or before the following General Assembly meeting held, without prejudice however, to the provisions of Paragraph 7.11, which prevail over this paragraph.

Those convening the meeting may have a notarial record made of the proceedings. A transcript of such notarial record shall be made available to the uIC Directorate as soon as this is allowed under the legislation in force, and will then be made available to the Members according to the provisions of this paragraph.

7.11 The judgment announced by the Chairperson at the General Assembly meeting about the outcome of a vote shall be decisive. The same shall apply to the contents of a resolution which has been passed, in so far as a vote was taken on a proposal not laid down in writing.

If, however, immediately after the announcement of the judgment referred to in the beginning of this paragraph, its correctness is contested, a new vote shall be taken if the majority of the General Assembly or, if the original vote had not been taken in writing, one person entitled to vote so desires. As a result of this new vote, the legal consequences of the original vote shall be void.

7.12 In so far as this Statute of Coalition or the law do not provide otherwise, resolutions of the General Assembly can only be taken at a General Assembly meeting where at least twenty percent (20%) of the Members is present or validly represented, and shall be passed by a simple majority of the valid votes cast. Ties shall be resolved following the same rules as defined for uIC Directorate resolutions in Paragraph 5.19.

Presence at the General Assembly meeting shall also be fulfilled by a Member able to follow the meeting through electronics means and to vote electronically, if so allowed in accordance with Paragraph 7.3.

Blank votes and unclear votes shall be considered votes not cast.

7.13 When those allowed to vote are not authorized to cast their votes by means of electronic communication, all votes shall be taken orally, unless the Chairperson considers a written vote desirable or one of the persons entitled to vote requests this before the vote.

A written vote shall be taken by means of unsigned, secret ballot papers.

ARTICLE 8 – AMENDMENT TO THE STATUTE OF COALITION

8.1 The Statute of Coalition can only be amended by a resolution of the General Assembly, called for with the announcement that amendments of the Statute of Coalition will be proposed there.

Those who have called the General Assembly to discuss a proposal on an amendment to the Statute of Coalition must make a copy of that proposal, in which the proposed amendment has been included verbatim, available for inspection by the Members at a place suitable and announced, as a minimum requirement at the website of the Coalition, at least four weeks before the meeting until and including the day on which the meeting is held.

Furthermore a copy as referred to above shall be sent to a Member at its first request.

8.2 A resolution on an amendment to the Statute of Coalition shall require at least two thirds of the votes cast at a meeting at which at least two thirds of the Members are present or represented. If two thirds of the Members are not present or represented, a second meeting shall be called and held after at least two weeks but within six weeks after the first meeting; at this second meeting a resolution may be passed on the proposal to amend the Statute of Coalition as discussed at the previous meeting, irrespective of the number of Members present or represented, provided that it is done by a majority of at least two thirds of the votes cast.

8.3 Every member of the uIC Directorate shall be authorized to execute legal formalities required to give effect to the amendment.

8.4 In addition to legal amendments to the Statute of Coalition, the General Assembly may adopt and amend one or more sets of rules, in which subjects are addressed that have not or not fully been provided for in this Statute of Coalition, herein referred to as "Regulations".

A Regulation may not contain provisions that are contrary to the law or this Statute of Coalition. In any case of conflict between a Regulation and the law or this Statute of Coalition, the law or the Statute of Coalition, respectively, shall prevail.

The provisions in Paragraphs 8.1 and 8.2 shall apply mutatis mutandis to resolutions to adopt and amend a Regulation.

ARTICLE 9 – DURATION, DISSOLUTION AND LIQUIDATION

9.1 The Coalition is established for an indefinite period of time and can be dissolved at any time in conformity with this Article 9.

9.2 The Coalition may be dissolved by a resolution of the General Assembly. The provisions in Paragraphs 8.1 and 8.2 shall apply mutatis mutandis.

9.3 The liquidation shall be effected by the uIC Directorate, unless the General Assembly resolves differently.

The liquidator(s) shall transfer all that is left of the assets of the Coalition after payment of the creditors to a non-for-profit goal as determined in the resolution on dissolution of the General Assembly.

After dissolution the Coalition shall continue to exist in so far as this is necessary for the liquidation of its capital. During liquidation,

- the provisions of the Statute of Coalition shall remain in force as much as possible;
- in documents and announcements from the Coalition the words "in liquidation" must be added to its name.

The Coalition shall cease to exist at the time at which no assets known to it or to the liquidator(s) are present anymore. The liquidator(s) shall report the termination to the competent Court of Commerce.

The books, documents and other data carriers of the dissolved Coalition must be kept during the statutory period. The keeper shall be the person who has been designated as such by the liquidator(s).

ARTICLE 10 – ADMINISTRATION, FINANCIAL YEAR AND ANNUAL ACCOUNTS

10.1 The uIC Directorate shall be obliged to keep records of the capital position of the Coalition and of everything concerning the work of the Coalition, according to the requirements that follow from this work, in such a manner, and to store the corresponding books, documents and other data carriers in such a manner, that the rights and obligations of the Coalition can always be known.

10.2 The financial year of the Coalition shall be the calendar year. The first financial year shall be from the date of the deed of establishment until 31 December 2017.

10.3 Within six months after the end of the financial year, subject to extension of this period by the General Assembly, the uIC Directorate shall issue its annual report to the General Assembly, presenting the course of business of the Coalition and the management conducted. The uIC Directorate shall submit the balance sheet and the profit and loss account, with explanatory notes, to the Annual Summit for approval. These documents shall be signed by all members of the uIC Directorate; if the signature of one or more members of the uIC Directorate is lacking, the reasons for this omission shall be given. After expiry of the six months' period every Member may claim from the joint members of the uIC Directorate at law that they fulfil these obligations.

10.4 The uIC Directorate shall give an order to an auditor or organisation of auditors as referred to in article 53 of the Belgian Law of the twenty-seventh of June nineteen hundred twenty-one on non-profit associations, international non-profit associations and foundations, as amended from time to time, to audit the documents as referred to in Paragraph 10.3. The expert shall report to the General Assembly on his/her audit; s/he shall lay down the outcome of his/her audit in an opinion about the accuracy of the annual accounts.

10.5 The uIC Directorate shall be obliged to keep the documents referred to in Paragraphs 10.1 and 10.3, and the auditors' opinion referred to in Paragraph 10.4, during a period of ten years.

ARTICLE 11 – IN WRITING

11.1 The requirement of something having to be in writing, as used in this Statute of Coalition, is also fulfilled when a means of electronic communication in the form of e-mail is used, except for notices to be sent under Article 6 and any legally prescribed written form that excludes a means of electronic communication. The General Assembly may decide to add other forms of electronic communication to fulfil the requirement of electronic communication in writing.

11.2 The requirement to call a meeting in writing, as used in this Statute of Coalition, is also fulfilled when a means of electronic communication in writing is used to send a readable and reproducible message to the electronic address(es) provided to the Coalition.

ARTICLE 12 – LANGUAGE

The official language of this Statute of Coalition is French (français). In case of any conflict between the Statute of Coalition in French and any translation thereof in another language, the version in French shall always prevail.

Adopted by the General Assembly at the General Assembly meeting held on October 20, 2017.

Regulatory Director

Guillen Barrionuevo, Sergio Gustavo



General Director

Tazari, Mohammad-Reza (Saied)

